

Acted by Law

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

POSTED
12/4/95

DOCKET NO. 95-1228-E

November 30, 1995

S.C. PUBLIC SERVICE COMMISSION

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IN RE: South Carolina Generating)
Company Inc. a/k/a GENCO, Inc.)
Approval of the Transfer)
of Property)

PETITION

ACCEPTED
Legal 202 12-1-95

South Carolina Generating Company, Inc. a/k/a GENCO, Inc.
("GENCO" or the "Company") hereby petitions the Commission for
approval of the transfer of one parcel of real estate
(hereinafter "the property" and described in Exhibit A), located
in South Carolina. This Petition is made pursuant to Section
58-27-1300, Code of Laws of South Carolina (1976), as amended.
In support of this Petition, the Company shows the Commission the
following:

1. Its general offices are at 1426 Main Street, Columbia,
South Carolina, and its mailing address is:

South Carolina Generating Company, Inc.
Columbia, South Carolina 29218

2. The name and address of Petitioner's attorney is:

Sarena D. Burch

S.C. PUBLIC SERVICE COMMISSION

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UTILITIES DIVISION

3. Copies of all pleadings, orders or correspondence in this proceeding should be served upon the attorney listed above.

4. The Company is a public utility engaged in the generation of electric energy in Berkeley County, South Carolina.

5. The property to be sold is a portion of utility property acquired in conjunction with development of GENCO's ash disposal project near Williams Station. The property has been and is classified as utility property. Exhibit A provides a detailed description of the parcel.

6. This property consisting of 61.13 acres is under pending sale to the Berkeley County Water and Sanitation Authority for the amount of \$122,000 or \$1,995 per acre, the appraised market value.

7. Pursuant to PSC Order No. 92-931, dated November 13, 1992, the Company is required to provide a 30-day public notice of the availability of the property for public sale. The company respectfully requests a waiver of this requirement for this special circumstance for reasons explained below.

8. The subject property in this proposed sale is buffer land for GENCO's proposed ash disposal site that has been recently permitted by DHEC. Additionally, over 50% of subject

property is encumbered with a conservation easement on all existing wetlands in that area (the cross-hatched portion of the 61.13 acres as indicated on the map in Exhibit A), as documented in a Restrictive Covenant dated February 26, 1993, and recorded in the Berkeley County RMC Office in Book 244 at page 201. This conservation easement was part of the mitigation for the permitting process of DHEC and remains as an encumbrance on the title.

9. On August 10, 1995, SCE&G entered into a Right to Entry Agreement regarding the subject property with Berkeley County Water and Sanitation Authority for purposes of constructing drainage ditches and swales along with associated silt fences, fiberglass matting, and stone placement for erosion control for the Berkeley County Water & Sanitation Authority Land Improvement Project No. 2584-1, dated April, 1995. This project involves the expansion of the existing Berkeley County Sanitary Land Fill. See Exhibit B.

10. In order for Berkeley County Water and Sanitation Authority to freely utilize its landfill site as presently permitted by DHEC, it is necessary for the Authority to secure the subject property of 61.13 acres from GENCO in order to provide a required buffer zone for its landfill site.


11. Berkeley County Water and Sanitation Authority requires this property to serve the public interest of Berkeley County

with respect to its sanitary landfill needs and has requested expediting of the closing proceeding in a timely manner. This, in turn, is dependent on Commission approval of the land sale transaction proposed herein.

12. The Company also wishes to expedite the completion of its proposed land sale to the Berkeley County Water and Sanitation Authority as efficiently and smoothly as possible in order to facilitate the public interest of Berkeley County. To do this, it requests Commission approval of the transaction without the need of formal public notification, as this would materially slow down the process and jeopardize the entire project to the detriment of the Berkeley County Water and Sanitation Authority and the citizens of Berkeley County.

WHEREFORE, Petitioner prays that pursuant to Section 58-27-1300, Code of Laws of South Carolina (1976), as amended, that the Commission enter an order approving the transfer of the subject property.

Respectfully,



Sarena D. Burch
Attorney

November 30, 1995

EXHIBIT A

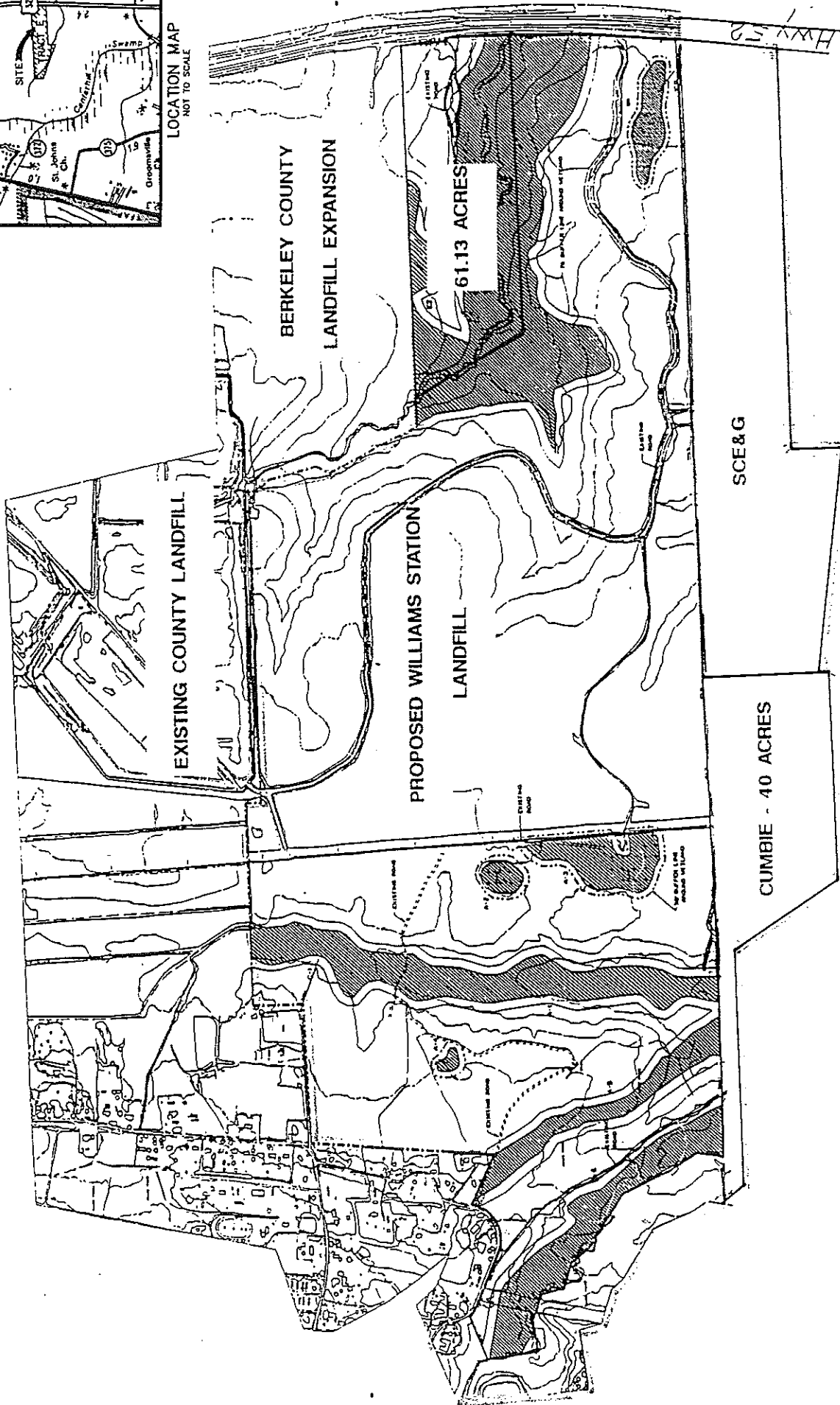
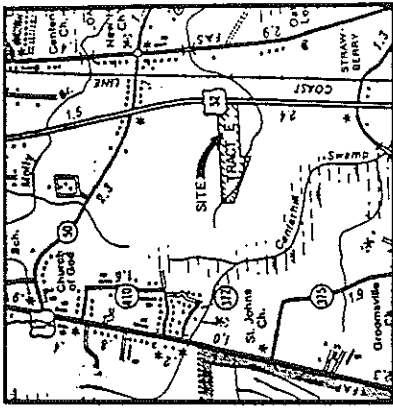
Parcel of Property Proposed to be Transferred by
South Carolina Generating Company, Inc.

The property to be transferred contains all that certain piece, parcel or tract of land situate, lying and being in the County of Berkeley, State of South Carolina, said portion containing 61.13 acres classified as non utility property.

Said property is further described on a plat prepared for Berkeley County Water and Sanitation Authority by Cornerstone Surveying and Engineering Company Inc., dated February 16, 1995.

The sale price for the tract of land is \$122,000 or \$1,995 per acre.

It is the opinion of the Company that this sale price represents the market value of the property as indicated by an appraisal dated July 13, 1995 by A. Palmer Owings, an MAI appraiser of Appraisal Consultants, Inc., Charleston, South Carolina. The appraisal was for \$1,995 per acre.





South Carolina Electric & Gas Company
Columbia, SC 29218
(803) 748-3513

Exhibit B
Bruce D. Kenyon
President
Chief Operating Officer

COPY

August 10, 1995

Ms. Deborah K. Leamond
Staff Attorney
Berkeley County Water and Sanitation Authority
P. O. Box 1090
Goose Creek, S. C. 29445

RE: Right to Enter Lands of SCE&G known as the Sanders Tract

Dear Ms. Leamond:

As requested by Mr. Marvin Wadley, South Carolina Generating Company (SCGC) hereby grants Berkeley County ("the County") the right to enter upon lands of SCE&G identified as a portion of the Sanders Tract located in Berkeley County on Highway 52 as shown on a plat prepared by Robert David Branton, entitled, "Plat of a 61.13 Acre Tract Of Land Owned By South Carolina Generating Co., Inc. About To Be Conveyed To Berkeley County Water & Sanitation Authority Located In Berkeley County, S.C." dated February 16, 1995, hereto attached and made a part hereof, for the purpose of constructing drainage ditches and swales along with associated silt fences, fiberglass matting and stone placement for erosion control in accordance with the design drawings prepared by Camp Dresser & McKee, Inc. for the BCW&SA Land Improvement Project - Project No. 2584-1, File Name CLRGRB dated April 1995. It being specifically understood that this permission is subject to and contingent upon "the County" agreeing to comply with the Declaration of Restrictive Covenant dated February 26, 1993, and recorded in the Berkeley County RMC Office in Book 244 at page 201 pertaining to protected wetlands and their specified buffer areas. This right of entry is given with the express reservation unto SCGC of all its rights under the law and with the understanding that the County shall be deeded said parcel, subject to approval by SCGC's Management and its Board of Directors, the Declaration of Restrictive Covenant specified above and consideration in the amount of \$122,000. This right of entry is limited to that portion of SCGC property as shown on said plat.

In express consideration of granting of this right for the County to enter upon the land described hereto, the County agrees to indemnify and hold South Carolina Generating Company harmless from any loss resulting from personal injury (including death) or damage to property or any claims or suits against SCGC (including attorneys' fees incurred by or assessed against SCGC) arising directly or indirectly out of any act or failure to act on the part of the County or on the part of any agent, servant, employee, contractor or subcontractor of the County, independent or otherwise, in the performance of work on said project on said SCGC lands, or preparing to perform such, or cleaning up and leaving the scene after so doing, or arising out of any condition of said lands.

As an alternative to the foregoing indemnification covenant, SCGC would accept certification that either the County or its contractors involved in work on said SCGC lands has in force a policy or policies of insurance in reputable companies aggregating at least \$1,000,000 of general liability coverage naming or including SCGC as an additional insured.



Ms. Deborah K. LeaMond
August 10, 1995
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Please indicate your acceptance of the terms outlined herein and your election of one plan or the other below and sign and return the original to Van B. Hoffman, SCE&G Land Department (096), Columbia, SC 29218. This right of entry is not in effect until this letter has been received and approved as to execution by the Land Department of SCE&G.

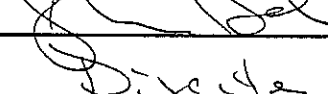
Sincerely,



Bruce D. Kenyon
President
S. C. Generating Company, Inc.

_____ Indemnify Covenant agreed to
✓ _____ Insurance certificates furnished herewith

BERKELEY COUNTY

By: 
Title: D. Wade
Date: 8/31/95

VBH:mb

cc: V. B. Hoffman
Jean-Claude Younan
Marvin Waddey

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